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**ATTORNEYS FOR DEFENDANT**  
**United States of America**

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF MONTANA**  
**MISSOULA DIVISION**

**FRIENDS OF THE WILD SWAN, a non-profit organization; ALLIANCE FOR THE WILD ROCKIES, a non-profit organization; MONTANA ECOSYSTEM DEFENSE COUNCIL, a non-profit organization; and the NATIVE ECOSYSTEMS COUNCIL, a non-profit organization,**

**Plaintiffs,**

**vs.**

**DEBORAH L.R. AUSTIN, in her official capacity as Forest Supervisor for the Lolo National Forest; LESLIE WELDON, in her official capacity as Regional Forester for the United States Forest Service, Region One; and the UNITED STATES FOREST SERVICE, an agency of the United States Department of Agriculture,**

**Defendants.**

**CV 11-125-M-DWM**

**STIPULATION AS TO FEES AND COSTS**

In the interests of judicial economy, and to avoid litigating Plaintiffs' September 24, 2012 motion for fees, costs and other expenses (Dkt. 52), Plaintiffs Friends of the Wild Swan, Alliance for the Wild Rockies, Montana Ecosystem Defense Council, and the Native

Ecosystems Council and Federal Defendants hereby stipulate and agree as follows:

1. Plaintiffs hereby withdraw with prejudice their motion for fees, costs and other expenses (Dkt. 52), and any and all claims for attorneys' fees, costs, and expenses presented therein or otherwise.

2. The Forest Service will pay Plaintiffs a lump sum total of forty thousand dollars (\$40,000.00) in full and complete satisfaction of any and all claims for attorneys' fees, costs, and expenses that Plaintiffs have or may have in the above-captioned case. Payment in that amount shall be made by electronic funds transfer to Plaintiffs through the Western Environmental Law Firm, PLLC, in accordance with information provided by Plaintiffs. The Forest Service agrees to submit all necessary paperwork to the Department of the Agriculture's processing office within thirty (30) days after receiving notice that the Court has adopted this Joint Stipulation, and receiving all information from Plaintiffs necessary for preparing this paperwork. Nothing in this Joint Stipulation shall be interpreted as, or shall constitute, a commitment or requirement that Federal Defendants obligate or pay funds exceeding those available, or take any other action in

contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable appropriations law.

3. Plaintiffs agree that Plaintiffs' receipt of this payment on behalf of all Plaintiffs shall operate as a release of any and all claims for attorneys' fees, costs, and expenses that Plaintiffs may seek in the above-captioned case. Upon receipt of the payment, Plaintiffs shall execute and send a letter confirming receipt to counsel for Federal Defendants.

4. The undersigned representatives of Plaintiffs and Federal Defendants certify that they are fully authorized by the party or parties whom they represent to enter into the terms and conditions of this Joint Stipulation and to legally bind the parties to it.

5. This Joint Stipulation does not constitute an admission by any party to any fact, claim, or defense on any issue in this lawsuit. Nothing in this Joint Stipulation shall be construed as an admission that the position of Federal Defendants in this litigation was not substantially justified. This Joint Stipulation does not represent any agreement that Plaintiffs' counsel are entitled to hourly compensation

at any particular rate, and this settlement shall not be cited as precedent in future cases to support a claimed hourly rate.

6. This Joint Stipulation represents the entirety of Plaintiffs' and Federal Defendants' commitments with regard to settlement. The terms of this agreement shall become effective upon filing this Joint Stipulation with the Court.

**DATED** this 18<sup>th</sup> day of December, 2012.

**MICHAEL W. COTTER**  
**United States Attorney**

/s/ Mark Steger Smith  
**MARK STEGER SMITH**  
**Assistant U.S. Attorney**  
**Attorney for Defendants**

**WESTERN ENVIRONMENTAL  
LAW CENTER**

/s/ Matthew K. Bishop  
**Matthew K. Bishop**  
**103 Reeder's Alley**  
**Helena, MT 59601**  
**Attorney for Plaintiffs**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 18<sup>th</sup> day of December, 2012, a copy of the foregoing document was served on the following persons by the following means:

1, 2 CM/ECF  
\_\_\_\_\_ Hand Delivery  
\_\_\_\_\_ U.S. Mail  
\_\_\_\_\_ Overnight Delivery Service  
\_\_\_\_\_ Fax  
\_\_\_\_\_ E-Mail

1. Clerk, U.S. District Court

2. Matthew Kellogg Bishop  
Western Environmental Law Center  
103 Reeder's Alley  
Helena, MT 59601  
406-324-8011 - phone  
406-443-6305 -fax  
[bishop@westernlaw.org](mailto:bishop@westernlaw.org)  
Counsel for Plaintiffs

**/s/ Mark Steger Smith**  
**Assistant U.S. Attorney**  
**Attorney for Defendant**